

Texas Certificate of Fact: Status

Terms and Conditions

Effective August 2026

This document sets out the terms and conditions governing the Texas Certificate of Fact, Status retrieval engagement described below. It applies only to this service.

Parties

This engagement is between Aureus Advisory Partners ("Firm," "we," "us") and the purchaser of this service ("Client," "you").

Scope of Services

Client engages Firm to confirm Client's current status with the Texas Secretary of State and to retrieve the Certificate of Fact, Status on Client's behalf. Client provides Client's legal entity name and, if known, Client's SOS file number at checkout. Firm's services include:

- Confirmation of Client's status directly with the Texas Secretary of State
- Retrieval of the Certificate of Fact, Status from the Secretary of State
- Delivery of the certificate as a PDF, together with a plain-English cover note confirming what the document is and what it proves
- If Firm's status check finds that Client's entity has forfeited its right to transact business, forfeited its charter or registration, or otherwise cannot receive an active-status certificate, delivery of a written explanation of Client's current status, the cause of the issue as best determined by Firm, and what reinstatement involves

Services are limited strictly to status confirmation and Certificate of Fact retrieval as described above. This engagement is a light-scope certificate retrieval service. It is not legal advice, tax advice, or a review of Client's underlying franchise tax liability, and it does not include representation before the Texas Comptroller or the Secretary of State beyond retrieving the certificate described above.

Services Not Included

Unless expressly agreed to in writing, this engagement does not include:

- Resolution of any franchise tax delinquency, unfiled Public Information Report, or other cause preventing issuance of an active-status certificate
- Reinstatement of a forfeited entity with the Secretary of State or the Comptroller
- Legal advice regarding Client's entity status, personal liability exposure, or Client's obligations to any lender, title company, or other counterparty

- Certificates, filings, or account status confirmations from the Texas Comptroller of Public Accounts, including the Comptroller's Certificate of Account Status, which is a separate document from a separate agency and is not provided under this engagement
- Certificates, filings, or good standing confirmations from any state other than Texas
- Expedited state processing beyond the state's own standard timelines
- Ongoing monitoring of Client's franchise tax account or entity status following delivery

Reinstatement of a forfeited entity, and resolution of the underlying franchise tax issue, are addressed under a separate engagement as described below and are never performed under this flat-fee engagement.

Certificate Availability for Forfeited Entities

Client understands that the State of Texas will not issue a Certificate of Fact, Status showing active status for an entity that has forfeited its right to transact business or has otherwise been forfeited. Firm cannot cause the state to issue a certificate where the state's own records do not support one, and the fee paid under this engagement does not guarantee that an active-status certificate will issue.

If Firm's status check finds that Client's entity is forfeited or otherwise cannot receive the requested certificate, Firm will instead deliver a written explanation of Client's current status and what reinstatement requires. In that circumstance, the \$99 fee is credited toward a separately scoped and separately priced reinstatement or pre-forfeiture engagement with Firm, rather than refunded, and no certificate retrieval work remains outstanding. This credit applies only toward a reinstatement or pre-forfeiture engagement with Firm and has no cash value.

Fee Structure

Service	Fee	Turnaround
Certificate of Fact, Status retrieval engagement	\$99 flat, inclusive of all state filing costs	Same or next business day

The \$99 flat fee is payable in full at checkout and covers Firm's confirmation of Client's status, Firm's retrieval and delivery of the Certificate of Fact, Status, and any state filing cost associated with obtaining it, or, where an active-status certificate cannot be issued, Firm's written explanation of Client's status as described above. There are no separate or additional charges.

Turnaround Timelines

Firm targets delivery of the certificate, or of Firm's written status explanation if a certificate cannot be issued, on the same or next business day following Client's checkout and receipt of the information needed to complete the state search.

This timeline refers to Firm's own turnaround and does not control the processing time of the Secretary of State. While these state records are typically available quickly, agency system availability and processing can vary and are outside Firm's control.

Client Responsibilities

Client agrees to:

- Provide Client's legal entity name exactly as registered with the State of Texas
- Provide Client's SOS file number, if known, to expedite the search
- Ensure the email address used at checkout is accurate and monitored, as it is the address to which the certificate will be delivered
- Respond promptly to any request for additional information needed to complete the search

Firm relies on the information Client provides and on the state's own records, and is not responsible for delays resulting from incomplete or inaccurate information from Client or from delays on the part of the Secretary of State.

Communication and Availability

Client understands that Firm does not provide real-time, on-demand, or live chat support. Firm will send a same-day acknowledgment of Client's order and will otherwise communicate in accordance with Firm's normal business workflows and hours. During peak periods, response times may be extended.

Fees and Payment

This engagement is billed as a one-time flat fee of \$99. Payment is due in full at checkout prior to commencement of work. Except for the credit described above under Certificate Availability for Forfeited Entities, all payments are non-refundable once Firm's review of Client's status has commenced. Firm's initiation of the state status search constitutes commencement of work.

No Guarantee of Outcome

The fee paid covers Firm's professional services in confirming Client's status and retrieving the Certificate of Fact, Status, and does not guarantee that any particular certificate will issue. Certificate issuance is determined entirely by the records and processes of the Secretary of State. Where Client's entity cannot receive an active-status certificate, Firm's delivery of a written status explanation, together with the credit described above, satisfies Firm's obligations under this engagement.

Limitation of Liability

Firm's liability arising from this engagement shall be limited to the amount of fees paid by Client for this engagement. In no event shall Firm be liable for indirect, incidental, consequential, or punitive damages, including any delay, expense, or lost opportunity arising from a lender, title company, or other counterparty's deadline.

Confidentiality

Firm will maintain the confidentiality of Client information in accordance with applicable laws and professional standards, except where disclosure is required by law or authorized by Client.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

Entire Agreement

This agreement represents the entire understanding between the parties with respect to this engagement and supersedes all prior discussions or agreements relating to the subject matter.

Acceptance of Terms

By checking the acceptance box and completing checkout, Client confirms they are authorized to act on behalf of the entity identified at intake, has read and understood these Terms and Conditions, and agrees to be bound by them. Client's acceptance is recorded electronically at the time of purchase and constitutes Client's agreement for all purposes under this engagement.

Contact

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